

## Official Event Policy

- GENERAL CONDITIONS.** By attending the Drive Fore The Kids (the "Event") for the benefit of Jeff Gordon Children's Foundation (the "Foundation") Sponsor on behalf of yourself, employees, guests, invitees, or anyone under your common control (collectively, "Sponsor", "You", "Your", or "Yourself") agree to this Official Event Policy (the "Policy"). Any and all rules, regulations, and/or requirements of Topgolf® are hereby incorporated into the Policy by reference. A copy of the Policy will be provided upon request from Sponsor. The Foundation reserves the right to modify or amend the Policy from time to time prior to the Event for clarification purposes without materially affecting the terms and conditions of the Event.
- ASSIGNMENT OF BAY.** TopGolf bays will be assigned based upon sponsorship level. The Foundation reserves the sole right to change bays or location assignments when such action is deemed to be in the best interest of the Event.
- SUBLETTING OF BAY.** The Sponsor shall not sublet, apportion, or otherwise assign the bay or any part of the bay without the prior written consent of the Foundation which may be withheld, conditioned or delayed as determined solely by the Foundation. Eight (8) registered attendees are permitted per bay. Attendees may not be substituted once the event starts (e.g., two attendees cannot split one registration by adjusting the hours they are present).
- SPONSOR CONDUCT.** Sponsor is specifically prohibited from bringing outside food and beverages, illegal drugs, or weapons of any kind into TopGolf. Sponsor shall conduct themselves in a manner acceptable to common standards of decency and good taste. Sponsor assumes all risk and responsibility for any Sponsor conduct violation.
- CANCELLATION, POSTPONEMENT OR RELOCATION OF EVENT.** If for any reason beyond the Foundation's reasonable control, such as boycotts, war, acts of terrorism, acts of God, labor troubles, strikes, restraints of public authority, or any similar or dissimilar occurrence, the Foundation is prevented from hosting the Event, then the Foundation shall have the right, at its sole option, to cancel, postpone or relocate the Event without further obligation to Sponsor. In the event of any cancellation by the Foundation, the Foundation shall upon request from Sponsor return all sponsorship dollars actually paid by Sponsor to the Foundation.
- SPONSOR CANCELLATION.** In the event that Sponsor cancels for any reason, no credit or refund of any sponsorship dollars shall be due and the entire sponsorship amount shall be forfeited. Unless otherwise determined by the Foundation, in its sole discretion, no exceptions shall be made due to sponsor cancellation.
- ASSUMPTION OF RISK.** Sponsor acknowledges that golf is an inherently dangerous activity and that there is a risk of bodily injury, which may include death. By participating in the Event, Sponsor assumes all responsibility for any and all accidents or injuries which You may experience.
- SPONSOR RELEASE.** By participating in the Event, Sponsor agrees to release, defend, and hold harmless Jeff Gordon Children's Foundation, and Jeff Gordon, Inc., and each of their respective parents, affiliates, subsidiaries, related companies, officers, directors, employees, agents, licensors, volunteers, and assigns, as well as Jeff Gordon, individually, and any family members, successors, heirs, and assigns (collectively, the "Released Parties") from any and all liability, claims or actions of any kind whatsoever,

including court costs, interest and attorney's fees, for injuries (including death), damages, or losses to persons, or property which may be sustained, directly or indirectly, in connection with or otherwise from participating in any aspect of the Event.

9. **LIMITATIONS OF LIABILITY.** Under no circumstances shall the Foundation be liable to sponsor (i) for any punitive, exemplary or other special damages arising under or relating to the event or (ii) for any indirect, incidental or consequential damages (including loss of use, income, profits, or anticipated profits, business or business opportunity, or business reputation) arising under or relating to the event, regardless of whether such damages are based in contract, tort, negligence, or any other theory. In no event shall the Foundation be liable to Sponsor in an amount in excess of any sponsorship dollars actually paid by Sponsor.

All issues and questions rights and obligations of Sponsor in connection with the Event shall be governed by, and construed in accordance with, the laws of North Carolina, without giving effect to the conflict of laws rules thereof.

10. **PHOTOGRAPHY.** Sponsor consents to interview(s), photography, audio recording, video recording and the release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by the Released Parties. Sponsor hereby indemnifies and releases the Released Parties from any liability connected with the taking, recording, digitizing, or publicizing and the use of interviews, photographs, computer images, video and/or or sound recordings. Sponsor hereby waives all rights to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by the Released Parties or anyone designated to do so by the Foundation. The Foundation reserves the right to require Sponsor to remove images publicized, releases, exhibited, or posted in any format for any reason or for no reason.

11. **AGREEMENT OF RULES AND REGULATIONS.** Sponsor agrees to observe and abide by the foregoing policies and by such additional policies made by the Foundation from time to time for the efficient and safe operation of the Event, including, but not limited to, those contained herein. The Foundation reserves the right to eject, reject, or prohibit any sponsor in whole, or in part, at its absolute and sole discretion.

Jeff Gordon Children's Foundation, 1310 S. Tryon Street, Suite 105, Charlotte, NC 28203

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